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BellSouth Telecommunications, Inc  
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General Counsel

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T.R.A. DOCKET ROOM

October 6, 2004

VIA HAND DELIVERY

Hon Pat Miller  
Chairman  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

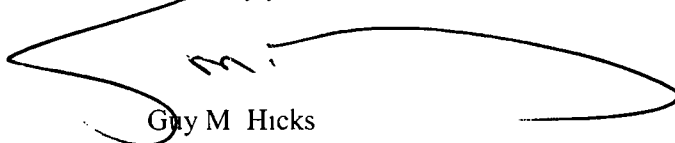
Re *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Access Point, Inc Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*  
Docket No 04-00337

Dear Chairman Miller.

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Access Point, Inc and BellSouth Telecommunications, Inc are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated May 24, 2003. The Amendment relates to Local Portability Recovery

Thank you for your attention to this matter.

Sincerely yours,



Guy M Hicks

cc Richard E. Brown, CEO, Access Point, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Access Point, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. \_\_\_\_\_

**PETITION FOR APPROVAL OF THE**  
**AMENDMENT TO THE INTERCONNECTION AGREEMENT**  
**NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.**  
**AND ACCESS POINT, INC.**  
**PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, Access Point, Inc. ("Access Point") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated May 24, 2003 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Access Point and BellSouth state the following:

1. Access Point and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Access Point. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on August 18, 2003.

2. The parties have recently negotiated an Amendment to the Agreement which relates to Local Portability Recovery. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Access Point and BellSouth are submitting their Amendment to the TRA for its

consideration and approval. The Amendment provides that either or both of the parties are authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Access Point within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity

5. Access Point and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act and FCC Order No. 04-164, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Access Point and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 6<sup>th</sup> day of Oct, 2003.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.


By: 

Guy M. Hicks  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6301  
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 14 day of Oct, 2004.

Richard E. Brown  
CEO  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, NC 27511

  
\_\_\_\_\_  
Guy M. Hicks

**Amendment  
To the  
Interconnection Agreement  
Between  
Access Point, Inc.  
and  
BellSouth Telecommunications, Inc.  
Dated May 24, 2003**

Pursuant to this Amendment, (the "Amendment"), Access Point, Inc (Access Point), and BellSouth Telecommunications, Inc ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 24, 2003 ("Agreement") to be effective the date of the last signature executing this Amendment

WHEREAS, BellSouth and Access Point entered into the Agreement on May 24, 2003, and,

WHEREAS, BellSouth and Access Point are amending the Agreement to modify Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No 95-116, released April 13, 2004,

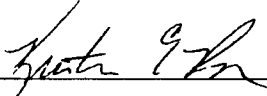
NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows

- 1 The Parties agree to delete in their entirety all rate elements and USOCs identified as "Local Number Portability charges" in Exhibit B of Attachment 2, as specified by the following USOCs LNPCX, LNPCP, LNPCN, and LNPCC.
2. The Parties agree to add the following language to Section 4 as Section 4 1.1 of Attachment 2 and Section 5 as Section 5 6 4 of Attachment 2
  - In addition to other charges specified in this Agreement for Local Number Portability Access Point shall pay to BellSouth the Local Number Portability charges as set forth in Section 13 of the BellSouth FCC No 1 Tariff,
- 3 All of the other provisions of the Agreement dated May 24, 2003 shall remain unchanged and in full force and effect
- 4 Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year  
written below

**BellSouth Telecommunications, Inc.**

By



Name. Kristen E. Rowe

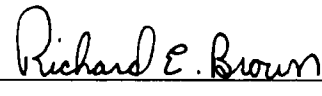
Title. Director

Date

9/3/04

**Access Point, Inc.**

By



Name. RICHARD E. BROWN

Title CHIEF EXECUTIVE OFFICER

Date

8/2/04